



7. **SECURITY DEPOSIT.** A security deposit is due, at the time of reservation. This deposit will be refunded after Guest's departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Guest's stay.

After Guest has vacated the Premises, Owner may use the security deposit for any damage to the Premises, furnishings, the building and its furnishings, the common areas, any rent or other amounts owed pursuant to this Agreement, and Guest's breach of any provision of this Agreement. In the event of damage other than normal wear and tear to the Premises, the furnishings, the common areas, or the buildings and its furnishings, of which the Premises are a part of, Owner will not be limited to these security deposit funds and Guest will remain liable to the full extent of the damages. In this Agreement, "normal wear and tear" means If a Move-In/Move-Out Inspection Checklist (the "**Checklist**") (see Schedule C) is incorporated into this Agreement by agreement of the Parties, such checklist may be used to determine whether any damage or deterioration of the Premises or Furnishings exceeds normal wear and tear and therefore requires a deduction from the security deposit or further compensation. Both Owner and Guest will retain copies of any such checklist if executed.

The security deposit must be returned to Guest within 30 days of the termination of this Agreement, if applicable. Guest may not use said security deposit for rent owed during the term of the Agreement or for any other sum due under the Agreement. Owner will furnish Guest an itemized statement indicating any amounts deducted from the security deposit and the exact reasons for such deductions, and return the balance of the deposit to Guest.

Without limitation on the foregoing, the return of Guest's security deposit is subject to the following conditions:

- a. The full term of the Agreement has ended;
- b. All rent and any late charges or other fees have been paid in full;
- c. All keys, Furnishings, and other items that Owner provided are returned to Owner or their original locations;
- d. Any damage to the Premises or the Property beyond normal wear and tear.
- e. Holes in walls, scratches in woodwork, holes or damage to flooring whether carpeting, tile, or wood, have been repaired according to standard practices;
- f. All of Guest's personal property has been removed.

8. **KEYS & ACCESS CODES.**

Owner will provide Guest with access code \_\_\_\_\_ to the front door on the Arrival Date.

9. **DISHONORED PAYMENTS, NON-SUFFICIENT FUNDS.** Guest will be liable for a nonrefundable sum of \$150.00 for each payment Owner receives that is dishonored by a banking institution (also known as "bouncing" a payment). If Guest makes a payment that is dishonored by a banking institution, then, at Owner's option, in addition to and without waiving its rights to declare a default in the Agreement, Owner may require Guest to make all future payments by a payment method of Owner's choosing, such as by cash or cashier's check, until such time as Guest obtains written consent from Owner to use checks or other payment methods again.

10. **RENTAL RULES & RESTRICTIONS.** Guest agrees to abide by the following restrictions by Owner:

- Smoking is not permitted inside the Property
- No one outside of the Rental Party set forth in this Agreement may stay overnight at the Premises. Any other person invited by the Guest during the day is the sole responsibility of Guest.
- The home is privately owned. Owner is not responsible for any accidents, injuries, or illness that occurs while on the Premises. The Owners are not responsible for the loss of personal belongings or valuables of the Guest.
- Pets are not permitted on the Premises
- Appliances are to be for their intended use only
- There is no daily housekeeping services.
- All dishes used during stay are to be washed prior to check-out.
- All linens (towels and bed sheets) should be placed in the laundry room prior to check-out.
- Quiet hours are from 10:00 PM to 8:00AM
- Garbage must be placed in the proper receptacles
- No outside audio equipment or DJ services are allowed to be used on this property.
- Alcohol and Illegal Substances. Rental Party agrees not to supply alcohol to minors. Rental Party agrees not to bring illegal substances into the Premises.
- Fireworks are not allowed.
- No leaving food outside that would attract animals.
- No tampering with smoke detectors or fire extinguishers.
- Please respect and stay off neighboring properties.
- Grilling and fires may only be made in designated areas.
- Other:

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

11. **PARKING.** Owner will provide parking spaces to Guest, that are adjacent to the Premises. Guest may not assign, sub-let, or allow any other person to use a parking space. All vehicles kept on the Property must be operational and have proper registration, tags, decals, and licenses as

required by local and state laws; Guest may not park a vehicle on the Property that is leaking any substance; and Guest may not wash, repair, or paint a vehicle on the Property. Any vehicle not meeting these requirements, or any unauthorized vehicles, will be removed at Guest's expense. The parking of RVs, boats, trucks in excess of two tons or with more than one rear axle are prohibited.

**12. CANCELLATION POLICY.**

- a. If Guest cancels outside of 60 days 10% reservation Total Amount will be forfeited.
- b. If Guest cancels between 30 and 60 days before Arrival Date 50% of reservation Total Amount will be forfeited.
- c. If Guest cancels the reservation 30 days before the Arrival Date, Total Amount will be forfeited.

**13. CLEANING.** A cleaning fee of **\$175.00** will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Premises clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

**14. VISITORS.** A visitor is an occupant of the Premises who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is 10. Any visitor staying overnight is subject to additional charges, and must become part of the Rental Party and sign this Agreement as outlined above.

**15. APPLIANCES.** Appliances that are located on the Premises are there solely for the convenience of Guest, and Owner assumes no responsibility for their operation. While on the Premises, Guest is free to use them; however, Guest does so at Guest's own risk. In the event that appliances fail to function, the Owner is not liable for the replacement, maintenance, repair, or damages, including but not limited to refrigerator, microwave, dishwasher, washer/dryer, heating, and A/C units.

**16. FURNISHINGS.** Furnishings are provided for the convenience of Guest, and are not a requirement under this Agreement. Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items

within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

**17. MECHANICAL FAILURES.** Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

**18. ACTS OF GOD.** If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

Please note that Coronavirus is a foreseeable risk. It is not considered an act of god, or allow for any refund. This includes whether Guest or the Rental Party have coronavirus related complications, or federal, state, or local actions limit the ability to rent Premises in some way.

**19. LIMITATION OF LIABILITY.** Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE

BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

20. **INDEMNIFICATION.** Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the rules previously outlined.

Owner will not be liable, and Guest hereby waives all claims against Owner, for any damage to any property or any injury to any person in or about the Premises or Property by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Owner or its agents, employees, or contractors. Guest will defend, indemnify, and hold Owner harmless from and against any and all losses, claims, liabilities, or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on, or about the Premises or Property to the extent that such injury or damage is caused by or arises from any actual or alleged act, neglect, fault, or omission by or of Guest, its agents, servants, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Guest in or about the Premises or Property or from transactions of Guest concerning the Premises or Furnishings; (c) Guest's failure to comply with any and all governmental laws, ordinances, and regulations applicable to the condition, occupancy, or use of the Premises, Property, or Furnishings; or (d) any breach or default on the part of Guest in the performance of any covenant or agreement on the part of Guest to be performed pursuant to this Agreement. The provisions of this paragraph will survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.

21. **VIOLATION OF AGREEMENT.** If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid. Additional damages could be demanded by Owner.

22. **NON-LIABILITY OF OWNER.** Owner will not be liable for any damage or injury that may be sustained by Guest or any other person, as a consequence of the failure, breakage, leakage, or obstruction of the water, plumbing, steam, sewer, waste, soil pipes, roof, drains, leaders, gutters, valleys, downspouts, or the like, or of the electrical, gas, power conveyor, refrigeration, sprinkler, air conditioning, or heating systems, elevators, or hoisting equipment; or by

reason of the elements; or resulting from the carelessness, negligence, or improper conduct on the part of any other Guest or of Owner or Owner's or this or any other Guest's agents, guests, licensees, invitees, assignees, or successors; or attributable to any interference with, interruption of, or failure beyond the control of Owner, of any services to be furnished or supplied by Owner.

23. **ASSIGNMENT, SUB-LETTING, AND RELEASE.**

Guest may not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Owner. The decision to allow an assignment or a sublease rests solely in the complete discretion of the Owner. Guest's assignment or sub-letting will not relieve Guest of any right or obligation hereunder unless Owner signs a written release to such effect. Consent by Owner to one such assignment, sub-letting, or license will not be deemed to be consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written consent of Owner or an assignment or sub-letting by operation of law will be absolutely null and void and will, at Owner's option, terminate this Agreement.

24. **HAZARDOUS MATERIALS.**

Guest may not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

25. **NOTICE.** Any notice, service of process, or demands required or permitted under this Agreement or under law should be sent to Owner at the following:

- Phone/Text 614-746-5582
- Email: [foresthill16152@gmail.com](mailto:foresthill16152@gmail.com).
- Address: 6643 Park Mill Dr. Dublin, Ohio 43016

26. **USE OF PREMISES.**

The Premises and Furnishings must only be used and occupied by Guest and Guest's employees, agents, contractors, invitees, guests, servants, or visitors. During the term of this Agreement, the Premises will be used solely for Guest's use in compliance with applicable laws, bylaws, and regulations relative to the Premises and to the business conducted thereon (the "**Permitted Use**"). Furthermore, Guest must not allow others to occupy or use the Premises, Furnishings, or any part thereof for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty. Guest must be in compliance with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises and its

Furnishings, and must promptly comply with all orders, regulations, requirements, and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said Premises and its contents, for the prevention of fire or other casualty, damage, or injury, at Guest's own cost and expense. Guest is responsible for contacting Owner, local authorities, a licensed attorney, or the owners association, if any, regarding any laws and regulations.

27. **CONDITION OF PREMISES.** Guest stipulates, represents, and warrants that Guest has examined the Premises and Furnishings, and that the Premises and Furnishings are at the time of this Agreement in good order, repair, and in a safe, clean, and habitable condition. Guest will give Owner written notice, including photographic and/or video evidence, within the first day of the agreement of any portion of the Premises or Furnishings found to not be in such good condition. Owner reserves the option of incorporating a Move-In/Move-Out Inspection Checklist (see Schedule C) within this timeframe to serve as evidence of the condition of the Premises at move-in and move-out.

**Guest accepts the Premises in an "as is" condition and acknowledges that Owner has made no warranty or representations with respect to the condition or suitability thereof.**

28. **FURNISHINGS; FIXTURES; OWNER'S PROPERTY.** Unless otherwise agreed by Owner in a signed writing, all Furnishings and other property owned by Owner or provided to Guest by Owner will remain Owner's property at all times, whether or not such property is itemized on Schedule A and whether or not such property is existing upon the Property at the start of this Agreement. Guest agrees not to damage or misuse any Furnishings or other property owned or provided by Owner and to return all such property to Owner at the termination of this Agreement.

29. **MAINTENANCE AND REPAIR; GUEST RESPONSIBILITIES.** Unless otherwise stated, Guest will, at its sole expense, keep and maintain the Premises and Furnishings in good and sanitary condition and repair during this Agreement and any renewal thereof. Guest's responsibilities include, without limitation, the following items, and any departure therefrom requires Owner's prior written consent:

- a. Obeying all rules and regulations posted by Owner regarding the use and care of the Premises, Furnishings, and Common Areas;
- b. Complying with all state, city, and local laws, code, rules, and regulations.

- c. Not obstructing the driveways, sidewalks, courts, entry ways, stairs, and/or halls, which may be used for the purposes of ingress and egress only;
- d. Not have any of the following prohibited items on the Premises or Property: illegal firearms or weapons, illegal drugs, hazardous or toxic chemicals or materials, or other items prohibited by law;
- e. Not building any fires or using grills on the Premises except in areas designated for such purposes by Owner;
- f. Not tampering or disabling any smoke detectors installed on the Premises, and contacting Owner for instructions on how to proceed should any smoke detectors become disabled or need new batteries;
- g. Not leaving windows or doors in an open position during any inclement weather;
- h. Not hanging any laundry, clothing, sheets, etc. from any window, rail, porch, or balcony nor drying any of the same within any yard area or space;
- i. Maintaining order at all times and at all places on the Premises and Common Areas, and not making or permitting others to make any loud or improper noises, disturb other Guests, or otherwise create a nuisance by interfering with the quiet enjoyment of other Guests or those in the surrounding area;
- j. Notifying Owner of any damage or of any situation that may significantly interfere with the normal use of the Premises or to any Furnishings or other property supplied by Owner;
- k. Not causing Common Areas to become disorderly or unkempt;
- l. Not causing harm to the Premises, negligently depleting the Premises' resources, or otherwise committing waste on the Premises;
- m. Depositing all trash, garbage, rubbish, or refuse in the locations provided therefore and not allowing any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building or within the Common Areas;

30. **OBLIGATION TO NOTIFY.** Upon receiving notice thereof, Guest will immediately notify Owner of any defects, accidents, events, circumstances, conditions, or hazards on the Premises or any systems thereof that have caused, are causing, or may potentially cause injury or damage to the Premises or any person or property located therein or nearby. Guest will notify Owner by all instantaneous methods of communication available,

including phone, email, mobile texting, fax, in person, or otherwise.

31. **NON-DELIVERY OF POSSESSION.** In the event Owner cannot deliver possession of the Premises to Guest upon the commencement of the term, through no fault of Owner or its agents, then Owner or its agents will have no liability, but the rental payments herein provided will abate until possession is given. In the event that possession cannot be delivered within such time, through no fault of Owner or its agents, then this Agreement and all rights hereunder will terminate.
32. **INSURANCE.** It is acknowledged that, unless otherwise noted, Owner does not maintain insurance to cover Guest's personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of God, and/or any other causes. Owner is not responsible for any loss or damage to property owned by Guest or Guest's guests or invitees unless resulting from Owner's intentional acts. Guest must maintain any and all insurance required by law during the term of the Agreement.
33. **ENTRY OF PREMISES; NOTICE REQUIRED.** Upon giving the appropriate notice to Guest, as specified below, Owner and Owner's agents have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements on the Premises; to make any repairs; or to otherwise comply with this Agreement. 48 hours' notice is presumed to be reasonable by Owner and Guest. If Owner so chooses to make any repairs or improvements to the Premises, Owner may not be liable to Guest for constructive eviction or any consequential damages directly or indirectly suffered by any person or property, including, without limitation, any disruption of services provided to Guest. Owner will give Guest reasonable notice, and attempt to come to an agreement on a good time to arrive. In the event that Owner reasonably believes that an emergency exists, such as a fire or serious damage or serious danger to the continued welfare of the Premises or Furnishings, or reasonably believes that the Premises has been abandoned, Owner will not be required to provide Guest with advanced notice before entering the property. In all other situations, Owner will be required to provide notice in compliance with state law.
34. **ENTIRE AGREEMENT.** Guest expressly acknowledges and agrees that Owner has not made and is not making, and Guest in executing and delivering this Agreement is not relying upon, any warranties, representations, promises, or statements, except to the extent that they are expressly set forth in this Agreement.

It is understood and agreed that all understandings and agreements of the Parties are merged into this Agreement, which alone fully and completely expresses their agreements.

35. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein creates any business relationship or any other type of relationship between the parties other than a Owner-Guest relationship.
36. **SURVIVAL OF GUEST'S OBLIGATIONS.** All of Guest's obligations and covenants arising by or during the term of this Agreement and that are not fulfilled at the termination of this Agreement will survive the termination of this Agreement.
37. **MODIFICATION.** The Parties hereby agree that this document contains the entire agreement between the Parties and this Agreement may not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the Parties hereto.
38. **SEVERABILITY.** If any provision of this Agreement or the application thereof is held, for any reason and to any extent, invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances will be affected thereby, but instead must be enforced to the maximum extent permitted by law.
39. **CUMULATIVE RIGHTS.** Owner's and Guest's rights under this Agreement are cumulative and will not be construed as exclusive of each other unless otherwise required by law.
40. **JOINT AND SEVERAL LIABILITY.** The entire Rental Party's liability will be joint and several. The language "joint and several" means that if more than one person has signed this Agreement, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this Agreement, except where expressly otherwise agreed between Owner and Guest. For example, one person signing the Agreement may be liable for any or all damages to the Premises or Furnishings, even if caused by another person signing the Agreement, and one person signing the Agreement is liable for the total amount of rent due, even though other persons have also signed the Agreement.
41. **BINDING EFFECT.** The covenants, obligations, and conditions herein contained will be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto. The obligations of Owner under this Agreement will not be binding upon Owner named herein with respect to any period subsequent to the transfer of

Owner's interest in the Premises as owner or lessee thereof, and in event of such transfer said obligations will thereafter be binding upon each transferee of the interest of Owner.

**addendums. Guest further acknowledges that it was under no duress in signing this Agreement and had full opportunity to negotiate the terms contained herein and to consult independent counsel.**

42. **NON-WAIVER OF RIGHTS.** Owner's failure to require compliance with the conditions of this Agreement, or to exercise any right provided herein, will not be deemed a waiver by Owner of such condition or right.

**OWNER:**

Print: David Bornhorst DBA Five Mile Cabin

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

43. **GOVERNING LAW.** This Agreement will be governed, construed, and interpreted by, through, and under the laws of Franklin County, Ohio. All controversies should be filed by Courts located in Franklin County, Ohio.

**GUEST:**

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

44. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of Owner or Guest.

45. **CONSTRUCTION.** The pronouns used herein include, where appropriate, either gender or both, singular and plural.

46. **SINGULAR/PLURAL.** The terms "Owner" and "Guest" include the singular as well as the plural.

47. **WAIVER OF SUBROGATION RIGHTS.** So long as their respective insurers so permit, Guest and Owner hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, all risks, or other now or hereafter existing for the benefit of the respective Party but only to the extent of the net insurance proceeds payable under such policies. Owner and Guest will obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

48. **NON-WAIVER.** No indulgence, waiver, election, or non-election by Owner under this Agreement will affect Guest's duties and liabilities hereunder.

49. **TIME OF ESSENCE.** Time is of the essence for this Agreement.

50. **COUNTERPARTS; ELECTRONIC SIGNATURE.** This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent will be considered valid representations of that Party's signature.

**Each Party acknowledges that it has read and understood all the terms of this Agreement and hereby agrees to be bound thereby, including any attached schedules, exhibits, or**